

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY WITH  
RESPECT TO ITS BUSINESS RELOCATION POLICY IN THE SOUTH  
COVE URBAN RENEWAL AREA

WHEREAS, the opportunities for businesses displaced on account of governmental action proposed under the South Cove Urban Renewal Project to relocate in the South Cove Urban Renewal Area are afforded under the proposed Urban Renewal Plan;

WHEREAS, these opportunities under the Urban Renewal Plan include provision for commercial development parcels as well as rehabilitation of existing commercial property;

WHEREAS, the Authority has generally followed a policy of giving displaced businesses preference with respect to development and rehabilitation opportunities in urban renewal areas; and

WHEREAS, the Authority is authorized under Section 114 of the 1949 Housing Act, as amended, and the rules and regulations issued thereunder by the Housing and Home Finance Agency, to provide relocation assistance to businesses displaced on account of such governmental action;

NOW, THEREFORE, it is hereby RESOLVED:-

(1) That the Authority, in accordance with appropriate Federal disposition procedures, intends to give preference in the development and rehabilitation of business sites in the South Cove Urban Renewal Area to businesses to be displaced by the South Cove Urban Renewal Project, in keeping with its policy on all Urban Renewal Projects; and

(2) That the Authority shall make business relocation payments in accordance with and to the full extent permitted by Section 114 of the 1949 Housing Act, as amended, and the rules and regulations issued thereunder by the Housing and Home Finance Agency.



APPLICATION FOR LOAN AND GRANT  
PART I: FINAL PROJECT REPORT  
PROJECT NO. MASS. R-92

South Cove Renewal Area  
Boston Redevelopment Authority  
Boston, Massachusetts

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CHAPTER I: DESCRIPTION OF PROJECT

SECTION 101: Project Boundaries are shown on Map 1, Property Map, enclosed herein as Exhibit A.

SECTION 102: Project Boundary Description

The South Cove Urban Renewal Project Area is bounded and described as follows.

Beginning at the westerly corner of the tract herein described at the intersection of the centerline of the Clarendon Street Right-of-Way and the centerline of the Stuart Street Right-of-Way;

Thence in an easterly direction along the centerline of the Stuart Street and Kneeland Street Right-of-Way for approximately 3950 feet to the intersection of the centerline of the Kneeland Street Right-of-Way, and the projection of the westerly boundary line of property of the Massachusetts Turnpike Authority;

Thence in a southerly direction along said projection and said westerly boundary line of property of the Massachusetts Turnpike Authority for approximately 1450 feet;

Thence in a westerly direction along the northerly boundary line of the Massachusetts Turnpike to a point which is the intersection of the northerly boundary line of the Massachusetts Turnpike and the westerly Right-of-Way line of Harrison Avenue;

Thence turning approximately ninety degrees and running in a southerly direction along the easterly Right-of-Way line of Harrison Avenue for approximately 250 feet to a point which is the intersection of



the easterly Right-of-Way of Harrison Avenue and the northerly Right-of-Way line of Herald Street;

Thence turning approximately ninety degrees in a westerly direction along the northerly Right-of-Way line of Herald Street, which is coincident with the northern boundary of the New York Streets Project, for approximately 420 feet to a point which is the intersection of the northerly Right-of-Way line of Herald Street and the centerline of Washington Street;

Thence turning approximately ninety degrees and running in a northerly direction along the centerline of Washington Street Right-of-Way to a point which is the intersection of the centerline of Washington Street Right-of-Way and the Right-of-Way line separating the Boston and Albany Railroad and the New York, New Haven and Hartford Railroad;

Thence turning approximately ninety degrees and running westerly along the Right-of-Way line separating the Boston and Albany Railroad and the New York, New Haven and Hartford Railroad, which coincident with the northern boundary line of the South End Project, for approximately 2500 feet to a point which is the intersection of the Right-of-Way line separating the Boston and Albany Railroad and the New York, New Haven and Hartford Railroad and the centerline of the Clarendon Street Right-of-Way;

Thence turning approximately one hundred degrees and running in a northwesterly direction along the centerline of Clarendon Street Right-of-Way for approximately 520 feet to a point which is the intersection of the centerline of Clarendon Street Right-of-Way and the centerline of the Stuart Street Right-of-Way, and which is the point of the beginning.



COOPERATION AGREEMENT

by and between

CITY OF BOSTON and BOSTON REDEVELOPMENT AUTHORITY

with respect to

THE SOUTH COVE URBAN RENEWAL PROJECT

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THIS COOPERATION AGREEMENT, entered into as of the       day  
of       , 1965, by and between the CITY OF BOSTON, a municipal  
corporation of the Commonwealth of Massachusetts (hereinafter called  
the "City") and the BOSTON REDEVELOPMENT AUTHORITY, a public body  
politic and corporate created under the laws of said Commonwealth  
(hereinafter called the "Authority").

WITNESSETH THAT:

WHEREAS, the Authority has adopted an Urban Renewal Plan  
(hereinafter called the "Plan") for the South Cove Urban Renewal  
Project No. Mass. R-92 (hereinafter called the "Project") in the  
City of Boston, and said Plan has been approved by the Mayor, with  
the approval of the City Council of the City of Boston;

WHEREAS, the Plan provides for the acquisition, demolition,  
removal, and rehabilitation of structures in the South Cove Project  
Area (hereinafter called the "Project Area"), the installation of  
site improvements and public facilities, and the disposition of land  
in the Project Area for uses in accordance with the Plan;

WHEREAS, the Authority will require financial assistance  
from the Federal Housing and Home Finance Agency (hereinafter called  
the "HHFA") under Title I of the Housing Act of 1949, as amended,  
(hereinafter called "Title I"), and also local grants-in-aid in  
order to carry out and complete the Project;



WHEREAS, under Title I such local grants-in-aid include cash grants; donations, at cash value, of certain real property (exclusive of land in streets, alleys, and other public rights-of-way which may be vacated in connection with the Project) in the Project Area; certain demolition, removal, or other work or improvements in the Project Area, at the cost thereof; certain expenditures made by educational institutions; the provision, at their cost, of public buildings or other public facilities which are necessary for carrying out the urban renewal objectives of the Project in accordance with the Plan; and contributions in the form of tax exemption or tax remission in connection with property used for low-rent public housing in maximum amounts prescribed by Section 107 of Title I; and

WHEREAS, the Authority has applied to HHFA for a loan and grant contract under Title I.

NOW, THEREFORE, IN CONSIDERATION OF the benefits to accrue to the City from the carrying out of the Project and of the mutual covenants herein contained and for other good and valuable consideration, the parties do hereby covenant and agree as follows:

(1) The Authority will comply with all necessary conditions to obtain a capital grant from HHFA under Section 103 of Title I in the maximum amount allowed by law.

(2) The Authority will undertake the Project in accordance with the Plan and will commence and carry out within a reasonable time each successive phase of the Project as funds are made available.

(3) The City will make such local grants-in-aid to the Authority in a total amount which, when added to the local grants-in-aid provided to this Project on account of undertakings within the Project Area by any other entity and the local grants-in-aid assigned by the Authority to this Project from other projects of the Authority,



will equal one-third of the actual net project cost of this Project as finally determined and approved by HHFA, which one-third is currently estimated at \$4,900,000.

(4) After the execution of said loan and grant contract between the Authority and HHFA and, where applicable, after the dedication and laying out of appropriate streets and public ways, and the dedication or conveyance of land for parks, playgrounds, or other public open space in accordance with the Plan, upon request by the Authority, the City, acting by the appropriate department thereof, or such other appropriate agency as the Mayor may approve, will commence construction of, and thereafter diligently prosecute to completion, the improvements as required by the Plan for the Project in accordance with a schedule to be established by the Mayor and the Development Administrator of the Authority, and to be submitted to the appropriate department, or officer thereof, of the City or the appropriate agency approved by the Mayor.

Such improvements consist of streets, parks, playgrounds, plazas, street trees, street and park lighting, high service water, low service water, surface drainage and sanitary sewer, police signal, fire alarm system, traffic control system, and street, traffic and directional signs. The nature and location of such improvements are to be determined by reference to the Plan for the Project, and the description thereof, by reference to the Project Improvements Report and other supporting documentation, which are part of the application to HHFA for said loan and grant contract.

(5) After the execution of said loan and grant contract, the City, acting by its Mayor, will recommend to the proper public agency board or officer that, upon the conveyance or dedication of the land therefor, the public facilities consisting of the public school and



the fire station required under the Plan and described in the supporting documentation which is part of the application to HHFA or said loan and grant contract and such other public improvements as may be undertaken as part of the Project be constructed in accordance with a schedule to be established by the Mayor and the Development Administrator of the Authority and to be submitted to such agency, board or officer.

(6) After the execution of said loan and grant contract, the City may donate to the Authority any real property (exclusive of land in streets, alleys and other public rights-of-way which may be vacated in connection with the Project) owned by the City which marked for acquisition on Map 3: Property Map of the Plan for the Project, and such property at the cash value thereof shall be considered as a local grant-in-aid by the City to the Project. Any real property owned by the City and marked for acquisition on said map, which is not so donated, may be acquired at fair value by the Authority, provided that the amount of the purchase price shall be subject to HHFA concurrence.

(7) (a) If the City, acting by the Mayor or the appropriate department thereof, should fail to construct any of the improvements set forth in paragraph 4 above, in accordance with such paragraph, then the City shall, upon demand by the Authority, pay to the Authority the cost of each item of work or portion thereof, to which such failure relates, which cost shall be the amount contained in the Project Improvements Report and other supporting documentation to the application for said loan and grant contract referred to in paragraph 4, and such amount paid to the Authority shall be considered as a cash local grant-in-aid by the City to the Project.

(b) If the facilities set forth in paragraph 5 above are not constructed pursuant to the recommendation of the Mayor and the schedule referred to in said paragraph 5, then the City shall, upon demand by the Authority, pay to the Authority the cost of each



such facility listed in paragraph 5, not so constructed, which cost shall be the amount contained in the supporting documentation to the application for the loan and grant contract referred to in paragraph 5, and such amount paid to the Authority shall be considered as a cash local grant-in-aid by the City to the Project.

(8) (a) If, during the course of the Project, revised estimates of net project cost are determined and approved by HHFA which make necessary additional local grants-in-aid to the Project, the City will, upon demand by the Authority, pay to the Authority such amounts of money as will, together with all other local grants-in-aid made or to be made to the Project in accordance with the previously approved estimate of net project costs, total one-third of such revised estimate of net project cost.

(b) Upon completion of the Project by the Authority and the final determination and approval as aforesaid of the actual net project cost thereof, the City will make such additional cash payment, if any, as may be necessary to bring the total local grants-in-aid for the project up to an amount equal to one-third of said actual net project cost as so finally determined and approved; and if upon such final determination and approval, the local grants-in-aid theretofore made to the Project shall total an amount in excess of one-third of said actual net project cost as so finally determined and approved, such portion of the excess as was paid in cash shall be refunded, without interest, by the Authority to the City.

(9) The City, acting by its Mayor, will recommend to the proper board or officer the vacating of such streets, alleys, and other public rights-of-way within the Project Area as may, in the judgment of the Authority, be necessary or desirable in carrying out the Plan, and the laying out as public streets or ways of all



streets and ways, with their adjacent sidewalks, within the Project Area in accordance with the Plan; and the Authority further agrees not to sue the City for any damages for any such vacating or laying out; and the Authority further agrees to reimburse the City for any damages recovered by others under Chapter 79 of the General Laws of Massachusetts, as amended, for such vacating or laying out.

(10) The City, acting by its Mayor, will recommend to the proper boards or officers such action as may be necessary to waive, change, or modify, to the extent necessary or desirable, in the judgment of the Authority, to permit carrying out the Project, to statutes, ordinances, rules and regulations regulating land use in Boston and prescribing health, sanitation and safety standards for building in Boston.

(11) The Authority recognizes that the City, in accordance with Section 26R of Chapter 121, may require payments in lieu of taxes, betterments and special assessments on all property held by the Authority as part of the Project. The City hereby agrees that if such payments are required pursuant to said Section 26R they shall not be required in excess of the amount of such payments eligible as project costs under the applicable regulations of the HHFA in effect from time to time, and further agrees that any such payments required will be based upon assessments in the tax year 1965.

(12) The City shall continue to maintain the "workable program" heretofore adopted by it, and shall cooperate with the Authority in such other lawful actions and in such other lawful ways as may be necessary in connection with the undertaking and carrying out of the Project in all its phases, including the relocation of families to be displaced from the Project Area.



(13) The City will take steps appropriate to assure that no member of its governing body and no other City official who exercises any functions or responsibilities in the review or approval of the Project shall, prior to the completion of the Project, voluntarily acquire any personal interest, direct or indirect, in any property included in the Project Area, or in any contract or proposed contract in connection with the carrying out of the Project.

(14) The City, recognizing that Title VI of the Civil Rights Act of 1964 and the regulations and policies of HHFA effectuating the Title prohibit discrimination on the ground of race, color, national origin in the policies and practices of any public facility responsible for proposed credit to the locality's share of the cost of an urban renewal project receiving financial assistance from the United States, agrees that each public facility provided as a non-cash local grant-in-aid hereunder will be available to and serve all persons without regard to race, color, or national origin.

(15) This Agreement shall take effect as a sealed instrument.

IN WITNESS WHEREOF, the City of Boston and the Boston Redevelopment Authority have respectively caused this agreement to be duly executed as of the day and year first above written.

(Seal)

CITY OF BOSTON

ATTEST:

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

ATTEST:

BOSTON REDEVELOPMENT AUTHORITY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Development Administrator

\_\_\_\_\_  
Approved as to form:

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

\_\_\_\_\_  
General Counsel